Doc **Tollerage โรเคางานอนาก**/25 Entered 10/17/25 09: G9ii59 Numbers C Exhibits Securify เพลงานอยาการ Page 1 of 29 BKS (25) 65 2

BKS (25) 65 29 94 85

Policy Period:

From 09/28/2024 To 09/28/2025

Endorsement Period: From 08/29/2025 to 09/28/2025 12:01 am Standard Time at Insured Mailing Location

Named Insured Agent

THE RUINS LLC
GENERATIONS ON 1ST LLC

(701) 390-1994 SUMMIT INSURANCE AGENCY LLC

## **SUMMARY OF LOCATIONS**

0001 8 2nd St NE 36 units, Watertown, SD 57201-3777

0002 26 1st Ave SW 72 units, Watertown, SD 57201-4268

0003 315 Kemp Ave 63 units, WATERTOWN, SD 57201

# **POLICY FORMS AND ENDORSEMENTS**

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 00 01 04 13	Commercial General Liability Coverage Form - Occurrence
CG 01 44 10 11	South Dakota Changes
CG 21 06 12 23	Exclusion - Access Or Disclosure Of Confidential Or Personal Material Or
	Information
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 21 67 12 04	Fungi or Bacteria Exclusion
CG 21 70 01 15	Cap on Losses from Certified Acts of Terrorism
CG 21 76 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CG 21 88 01 15	Conditional Exclusion of Terrorism Involving Nuclear, Biological or Chemical
	Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)
CG 24 26 04 13	Amendment of Insured Contract Definition
CG 40 35 12 23	Exclusion - Cyber Incident

Issue Date 09/02/25 Authorized Representative



BKS (25) 65 29 94 85

Policy Period:

From 09/28/2024 To 09/28/2025

**Endorsement Period:** 

From 08/29/2025 to 09/28/2025 12:01 am Standard Time at Insured Mailing Location

# **Policy Change Endorsement**

**Named Insured** 

**Agent** 

THE RUINS LLC GENERATIONS ON 1ST LLC (701) 390-1994 SUMMIT INSURANCE AGENCY LLC

# **POLICY FORMS AND ENDORSEMENTS - CONTINUED**

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 88 10 04 13	Commercial General Liability Extension
CG 88 77 12 08	Medical Expense At Your Request Endorsement
CG 88 86 12 08	Exclusion - Asbestos Liability
CG 88 87 12 08	Exclusion - Lead Liability
CG 89 54 02 11	South Dakota Changes - Non-Cumulation Of Liability Limits (Same Occurrence)
CG 93 74 03 22	Exclusion - PFC/PFAS
CG 93 81 11 22	Exclusion - Biometric Information Privacy Claim
CG 94 33 05 24	Amendment Of Representations Condition
CP 00 10 10 12	Building and Personal Property Coverage Form
CP 00 30 10 12	Business Income (And Extra Expense) Coverage Form
CP 00 90 07 88	Commercial Property Conditions
CP 01 19 10 11	South Dakota Changes
CP 01 40 07 06	Exclusion of Loss Due to Virus or Bacteria
CP 03 21 10 12	Windstorm or Hail Percentage Deductible
*CP 04 12 10 12	South Dakota Protective Safeguards
CP 10 30 10 12	Causes of Loss - Special Form

Issue Date 09/02/25 Authorized Representative

To report a claim, call your Agent or 1-844-325-2467

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09/02/25 65299485 **POLSVCS ACXFPPNO INSURED COPY** 000117 PAGE 5 OF 340



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BKS (25) 65 29 94 85

Policy Period:

From 09/28/2024 To 09/28/2025

Endorsement Period:

From 08/29/2025 to 09/28/2025 12:01 am Standard Time at Insured Mailing Location

# **Policy Change Endorsement**

Named Insured Agent

THE RUINS LLC GENERATIONS ON 1ST LLC

(701) 390-1994 SUMMIT INSURANCE AGENCY LLC

# **POLICY FORMS AND ENDORSEMENTS - CONTINUED**

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CP 10 34 10 12	Exclusion of Loss Due To By-Products of Production or Processing Operations
	(Rental Properties)
*CP 12 18 10 12	Loss Payable Provisions
CP 88 04 03 10	Removal Permit
CP 88 44 02 15	Equipment Breakdown Coverage Endorsement
CP 92 01 05 17	Property Anti-Stacking Endorsement
CP 92 12 12 20	Cyber Incident Exclusion
CP 92 21 09 23	Amendment Of Concealment, Misrepresentation Or Fraud Condition
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 01 84 09 07	South Dakota Changes - Appraisal
IL 02 32 09 08	South Dakota Changes - Cancellation and Nonrenewal
IL 09 35 07 02	Exclusion of Certain Computer-Related Losses
IL 09 52 01 15	Cap On Losses From Certified Acts Of Terrorism
IL 09 96 01 07	Conditional Exclusion of Terrorism Involving Nuclear, Biological or Chemical
	Terrorism (Relating to Dispostion of Federal Terrorism Risk Insurance Act)
IL 88 53 11 20	Actual Cash Value

Issue Date 09/02/25 Authorized Representative

Entered 10/17/25 09 Q9ii59 Numbersc DOC **Caverage** is Recyided 117/25 BKS <sup>\*</sup>

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(25) 65 29 94 85 Policy Period: From 09/28/2024 To 09/28/2025 12:01 am Standard Time

at Insured Mailing Location

# **Commercial Property Declarations - Revised**

**Named Insured** 

**Agent** 

THE RUINS LLC GENERATIONS ON 1ST LLC (701) 390-1994 SUMMIT INSURANCE AGENCY LLC

## **SUMMARY OF CHARGES**

**Explanation of Charges** 

**DESCRIPTION PREMIUM** 

**Property Schedule Totals** \$64,777.00 **Certified Acts of Terrorism Coverage** \$518.00

Total Advance Charges:

\$65,295.00

Note: This is not a bill



Exhabito Seculita ulman acceptation Page 5 of 29

Policy Period: From 09/28/2024 To 09/28/2025 12:01 am Standard Time at Insured Mailing Location

# **Commercial Property Declarations Schedule -Revised**

**Named Insured** Agent

THE RUINS LLC **GENERATIONS ON 1ST LLC**  (701) 390-1994 SUMMIT INSURANCE AGENCY LLC

## **SUMMARY OF PROPERTY COVERAGES - BY LOCATION**

Insurance at the described premises applies only for coverages for which a limit of insurance is shown. Optional coverages apply only when entries are made in this schedule.

## 0001 8 2nd St NE 36 units, Watertown, SD 57201-3777

Property	Description:
Toporty	Description.

**Construction:** Frame

Occupancy: Apartment Buildings - With Mercantile Occupancies Over 30

Units

<b>Business Income</b>
and Extra Expense
Coverage

**Characteristics** 

Description	
Limit of Insurance - Including Rental Value	
Coinsurance	

**Covered Causes of Loss** 

Special Form - Including Theft

Premium \$4,313.00

## **Equipment Breakdown** Coverage

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

> Premium \$822.00

To report a claim, call your Agent or 1-844-325-2467

\$780,000

100%

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BKS (25) 65 29 94 85

Policy Period: From 09/28/2024 To 09/28/2025 12:01 am Standard Time at Insured Mailing Location

# Commercial Property Declarations Schedule -Revised

Named Insured

Agent

THE RUINS LLC
GENERATIONS ON 1ST LLC

(701) 390-1994 SUMMIT INSURANCE AGENCY LLC



Continuation of 8 2nd St NE 36 units, Watertown, SD 57201-3777

Equipment Breakdown Coverage

This Equipment Breakdown insurance applies to the coverages included within the Blanket Limit. The Equipment Breakdown limit of insurance and deductible are Included in and not in addition to, the Blanket limit and deductible.

Premium

Included

### 0002 26 1st Ave SW 72 units, Watertown, SD 57201-4268

**Property** 

**Characteristics** 

**Description:** 

Construction: Fire Resistive

Occupancy: Apartment Buildings - With Mercantile Occupancies Over 30

Units

Business Income and Extra Expense Coverage **Description** 

Limit of Insurance - Including Rental Value \$840,000
Coinsurance 100%

**Covered Causes of Loss** 

Special Form - Including Theft

**Premium** \$907.00

Equipment Breakdown Coverage

To report a claim, call your Agent or 1-844-325-2467

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Exhabito Seculita ulman acceptation Page 7 of 29

(25) 65 29 94 85 Policy Period: From 09/28/2024 To 09/28/2025 12:01 am Standard Time at Insured Mailing Location

# **Commercial Property Declarations Schedule -Revised**

**Named Insured** Agent

THE RUINS LLC GENERATIONS ON 1ST LLC (701) 390-1994 SUMMIT INSURANCE AGENCY LLC

## **SUMMARY OF PROPERTY COVERAGES - BY LOCATION**

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

> \$1,503.00 Premium

**Equipment Breakdown** Coverage

**Characteristics** 

This Equipment Breakdown insurance applies to the coverages included within the Blanket Limit. The Equipment Breakdown limit of insurance and deductible are Included in and not in addition to, the Blanket limit and deductible.

Premium

Included

## 0003 315 Kemp Ave 63 units, WATERTOWN, SD 57201

**Property Description:** 

Construction: Fire Resistive

Occupancy: Apartment Buildings - Without Mercantile Occupancies Over

30 Units

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BKS (25) 65 29 94 85

Policy Period: From 09/28/2024 To 09/28/2025 12:01 am Standard Time at Insured Mailing Location

# Commercial Property Declarations Schedule -Revised

Named Insured

Agent

THE RUINS LLC
GENERATIONS ON 1ST LLC

(701) 390-1994 SUMMIT INSURANCE AGENCY LLC

## **SUMMARY OF PROPERTY COVERAGES - BY LOCATION**

Continuation of 315 Kemp Ave 63 units, WATERTOWN, SD 57201

Business Income and Extra Expense Coverage Description

Limit of Insurance - Including Rental Value \$840,000
Coinsurance 100%

Covered Causes of Loss Special Form - Including Theft

**Premium** \$1,335.00

Equipment Breakdown Coverage

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

**Premium** 

\$1,426.00

Equipment Breakdown Coverage

This Equipment Breakdown insurance applies to the coverages included within the Blanket Limit. The Equipment Breakdown limit of insurance and deductible are Included in and not in addition to, the Blanket limit and deductible.

Premium

Included

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BKS (25) 65 29 94 85

Policy Period: From 09/28/2024 To 09/28/2025 12:01 am Standard Time at Insured Mailing Location

# Commercial Property Declarations Schedule -Revised

Named Insured Agent

THE RUINS LLC
GENERATIONS ON 1ST LLC

(701) 390-1994 SUMMIT INSURANCE AGENCY LLC

### **SUMMARY OF PROPERTY COVERAGES - BY LOCATION**

#### **BLANKET COVERAGE 1**

Blanket Building and Your Business Personal Property Coverage

## DESCRIPTION

Limit of Insurance	\$31,509,345
Coinsurance	90%
C 1.C 6.T	

Covered Causes of Loss
Special Form - Including Theft

Deductible - All Covered Causes of Loss Unless Otherwise Stated \$75,000

#### 8 2nd St NE 36 units, Watertown, SD 57201-3777

**Construction:** Frame

**Occupancy:** Apartment Buildings - With Mercantile Occupancies Over 30

Units

Special Form - Including Theft

**Coverage:** Building and Your Business Personal Property

Replacement Cost - Building

Replacement Cost - Your Business Personal Property

Inflation Guard - Annual Increase 6%

Deductible - Windstorm or Hail 1%

**Mortgage** RED RIVER STATE BANK **Holder(s):** 

114 N MILL ST FERTILE, MN 56540

Loan#



(25) 65 29 94 85 BKS

Policy Period:

From 09/28/2024 To 09/28/2025 12:01 am Standard Time at Insured Mailing Location

# **Commercial Property Declarations Schedule -Revised**

**Named Insured** 

THE RUINS LLC GENERATIONS ON 1ST LLC (701) 390-1994

Agent

SUMMIT INSURANCE AGENCY LLC

## **SUMMARY OF PROPERTY COVERAGES - BY LOCATION**

**BLANKET COVERAGE 1 - continued** 

26 1st Ave SW 72 units, Watertown, SD 57201-4268

**Construction:** Fire Resistive

Occupancy: Apartment Buildings - With Mercantile Occupancies Over 30

Units

Special Form - Including Theft

Coverage: Building and Your Business Personal Property

Replacement Cost - Building

Replacement Cost - Your Business Personal Property

Inflation Guard - Annual Increase 6% 1%

Deductible - Windstorm or Hail

Mortgage **RED RIVER STATE BANK** 114 N MILL ST

Holder(s): FERTILE, MN 56540

Loan#

315 Kemp Ave 63 units, WATERTOWN, SD 57201

**Construction:** Fire Resistive

Occupancy: Apartment Buildings - Without Mercantile Occupancies Over

30 Units

Special Form - Including Theft

Coverage: Building

Replacement Cost - Building

Deductible - Windstorm or Hail

Mortgage RED RIVER STATE BANK 114 N MILL ST

Holder(s): FERTILE, MN 56540

Loan#

Premium \$54,471.00

**Commercial Property Schedule Total:** \$64,777.00

To report a claim, call your Agent or 1-844-325-2467

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BKS (25) 65 29 94 85

Policy Period: From 09/28/2024 To 09/28/2025 12:01 am Standard Time at Insured Mailing Location

# **Commercial General Liability Declarations - Revised**

Basis: Occurrence

**Named Insured** 

**Agent** 

THE RUINS LLC GENERATIONS ON 1ST LLC (701) 390-1994 SUMMIT INSURANCE AGENCY LLC

## **SUMMARY OF LIMITS AND CHARGES**

Commercial
General
Liability
Limits of
Insurance

DESCRIPTION	LIMIT
Each Occurrence Limit	1,000,000
Damage To Premises Rented To You Limit (Any One Premises)	300,000
Medical Expense Limit (Any One Person)	15,000
Personal and Advertising Injury Limit	1,000,000
General Aggregate Limit (Other than Products - Completed Operations)	2,000,000
Products - Completed Operations Aggregate Limit	2,000,000

## **Explanation of Charges**

DESCRIPTION	PREMIUM
General Liability Schedule Totals	11,015.00
Certified Acts of Terrorism Coverage	44.00

Total Advance Charges:

\$11,059.00 Note: This is not a bill



09/02/25 65299485 **POLSVCS** 340 **ACXFPPNO INSURED COPY** 000117 PAGE 15 OF 32

Agent

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BKS (25) 65 29 94 85

Policy Period:
From 09/28/2024 To 09/28/2025

12:01 am Standard Time

at Insured Mailing Location

# Commercial General Liability Declarations Schedule -Revised

Named Insured

THE RUINS LLC
GENERATIONS ON 1ST LLC

(701) 390-1994 SUMMIT INSURANCE AGENCY LLC

## **SUMMARY OF CLASSIFICATIONS - BY LOCATION**

**0001** 8 2nd St NE 36 units, Watertown, SD 57201-3777

Insured: THE RUINS LLC

**CLASSIFICATION - 60010** 

**Apartment Buildings** 

Products-Completed Operations Are Subject To The General

Aggregate Limit.

		RATED / PER	
COVERAGE DESCRIPTION	PREMIUM BASED ON -	EACH	PREMIUM
Premise/Operations	32 Number of Units	38.533	\$1,233.00

Total: Included

**0002** 26 1st Ave SW 72 units, Watertown, SD 57201-4268

Insured: THE RUINS LLC

**CLASSIFICATION - 60010** 

Apartment Buildings

Products-Completed Operations Are Subject To The General

Aggregate Limit.

		RATED / PER	
COVERAGE DESCRIPTION	PREMIUM BASED ON -	EACH	PREMIUM
Premise/Operations	64 Number of Units	38.533	\$2,466.00

Total: Included

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(25) 65 29 94 85 Policy Period: From 09/28/2024 To 09/28/2025 12:01 am Standard Time at Insured Mailing Location

# **Commercial General Liability Declarations Schedule -Revised**

**Named Insured** 

Agent

THE RUINS LLC **GENERATIONS ON 1ST LLC**  (701) 390-1994 SUMMIT INSURANCE AGENCY LLC

## **SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued**

0003

315 Kemp Ave 63 units, WATERTOWN, SD 57201

**Insured:** THE RUINS LLC

**CLASSIFICATION - 60010** 

Apartment Buildings

Products-Completed Operations Are Subject To The General

Aggregate Limit.

COVERAGE DESCRIPTION		RATED / PER	PREMIUM
	PREMIUM BASED ON -	EACH	
Premise/Operations	63 Number of Units	38.533	\$2,428.00

Total: Included

**0001** 8 2nd St NE 36 units, Watertown, SD 57201-3777

Insured: THE RUINS LLC

**CLASSIFICATION - 61217** 

Buildings Or Premises - Bank Or Office - Mercantile Or Manufacturing - Maintained By The Insured (Lessor's Risk

Only) - For Profit

Products-Completed Operations Are Subject To The General

Aggregate Limit.

	RATED / PER		
COVERAGE DESCRIPTION	PREMIUM BASED ON -	1,000	PREMIUM
Premise/Operations	2,292 Square Feet Of Area	54.598	\$125.00

Total: Included



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BKS (25) 65 29 94 85

Policy Period:
From 09/28/2024 To 09/28/2025

12:01 am Standard Time
at Insured Mailing Location

# Commercial General Liability Declarations Schedule -Revised

Named Insured Agent

THE RUINS LLC
GENERATIONS ON 1ST LLC

(701) 390-1994 SUMMIT INSURANCE AGENCY LLC

## **SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued**

**0002** 26 1st Ave SW 72 units, Watertown, SD 57201-4268

**Insured:** THE RUINS LLC

**CLASSIFICATION - 61217** 

Buildings Or Premises - Bank Or Office - Mercantile Or Manufacturing - Maintained By The Insured (Lessor's Risk Only) - For Profit Products-Completed Operations Are Subject To The General Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	87,240 Square Feet Of Area	54.598	\$4,763.00
		Total:	Included
nercial General Liability Schedu	ıle Total		\$11,015.00

To report a claim, call your Agent or 1-844-325-2467

09/02/25 65299485 POLSVCS 340 ACXFPPNO INSURED COPY 000117 PAGE 18 OF 3.

Case 25-30004 Doc 141-3 Filed 10/17/25 Entered 10/17/25 09:09:59 Desc Exhibit 3 - Insurance Details Page 16 of 29 OLICY NUMBER

**Named Insured Endorsement** 

BKS (25) 65 29 94 85
Policy Period:
From 09/28/2024 To 09/28/2025
12:01 am Standard Time
at Insured Mailing Location



This Endorsement Changes The Policy. Please Read it Carefully.

The complete Named Insured reads as follows:

THE RUINS LLC GENERATIONS ON 1ST LLC PARKSIDE LLC

**DS 88 04 03 15** PAGE 1 OF 1

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Case 25-30004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## SOUTH DAKOTA PROTECTIVE SAFEGUARDS

NOTICE

YOU RISK THE LOSS OF INSURANCE COVERAGE PROVIDED BY THIS POLICY IF YOU FAIL TO MAINTAIN THE PROTECTIVE SYSTEMS LISTED BELOW.

#### SCHEDULE

**Protective Safeguards Premises Number Building Number** Symbols Applicable

26 1st Ave SW 72 units

P-1

Describe Any "P-9":

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. The following is added to the Commercial Property Conditions:

### **Protective Safeguards**

- 1. As a condition of this insurance, you are required to maintain the protective devices or services listed in the Schedule above.
- 2. The protective safeguards to which this endorsement applies are identified by the following symbols:
  - "P-1" Automatic Sprinkler System, including related supervisory services.

Automatic Sprinkler System means:

- Any automatic fire protective or extinguishing system, including connected:
  - (1) Sprinklers and discharge nozzles;
  - (2) Ducts, pipes, valves and fittings;
  - (3) Tanks, their component parts and supports; and
  - (4) Pumps and private fire protection mains.



## Case 25-30004 Doc 141-3 Filed 10/17/25 Entered 10/17/25 09:09:59 Desc Exhibit 3 - Insurance Details Page 19 of 29

- **b.** When supplied from an automatic fire protective system:
  - (1) Non-automatic fire protective systems; and
  - (2) Hydrants, standpipes and outlets.

"P-2" Automatic Fire Alarm, protecting the entire building, that is:

- a. Connected to a central station; or
- **b.** Reporting to a public or private fire alarm station.
- "P-3" Security Service, with a recording system or watch clock, making hourly rounds covering the entire building, when the premises are not in actual operation.
- "P-4" Service Contract with a privately owned fire department providing fire protection service to the described premises.
- "P-5" Automatic Commercial Cooking Exhaust And Extinguishing System installed on cooking appliances and having the following components:
- a. Hood:
- **b.** Grease removal device:
- c. Duct system; and

- d. Wet chemical fire extinguishing equipment.
- "P-9", the protective system described in the Schedule.
- **B.** The following is added to the **Exclusions** section of:

Causes Of Loss - Basic Form
Causes Of Loss - Broad Form
Causes Of Loss - Special Form
Mortgageholders Errors And Omissions
Coverage Form
Standard Property Policy

We will not pay for loss or damage caused by or resulting from fire if, prior to the fire, you:

- Knew of any suspension or impairment in any protective safeguard listed in the Schedule above and failed to notify us of that fact; or
- Failed to maintain any protective safeguard listed in the Schedule above, and over which you had control, in complete working order.

If part of an Automatic Sprinkler System or Automatic Commercial Cooking Exhaust And Extinguishing System is shut off due to breakage, leakage, freezing conditions or opening of sprinkler heads, notification to us will not be necessary if you can restore full protection within 48 hours.

I, the undersigned, acknowledge that I fully understand and accept that I risk the loss of insurance coverage provided by this policy if I fail to maintain the Protective Systems listed in this endorsement.

Accepted by:	
Title:	
Date:	

COMMERCIAL PROPERTY CP 12 18 10 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDERS' RISK COVERAGE FORM
BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
STANDARD PROPERTY POLICY

#### **SCHEDULE**

Location Number: Building Number: Applicable Clause C.1. (Enter C.1., C.2., C.3. or C.4.):

315 Kemp Ave 63 units

WATERTOWN SD 57201

**Description of Property:** 

BUILDING

**Loss Payee Name:** 

RED RIVER STATE BANK

**Loss Payee Address:** 

114 N MILL ST

FERTILE, MN 56540

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. When this endorsement is attached to the Standard Property Policy CP 00 99, the term Coverage Part in this endorsement is replaced by the term Policy.
- B. Nothing in this endorsement increases the applicable Limit of Insurance. We will not pay any Loss Payee more than their financial interest in the Covered Property, and we will not pay more than the applicable Limit of Insurance on the Covered Property.
- C. The following is added to the Loss Payment Loss Condition, as indicated in the Declarations or in the Schedule:

### 1. Loss Payable Clause

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

- a. Adjust losses with you; and
- **b.** Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

## 2. Lender's Loss Payable Clause

- a. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:
  - (1) Warehouse receipts;
  - (2) A contract for deed;
  - (3) Bills of lading;
  - (4) Financing statements; or
  - (5) Mortgages, deeds of trust, or security agreements.
- b. For Covered Property in which both you and a Loss Payee have an insurable interest:
  - (1) We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
  - (2) The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.

- (3) If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
  - (a) Pays any premium due under this Coverage Part at our request if you have failed to do so;
  - (b) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
  - (c) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- (4) If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
  - (a) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
  - (b) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

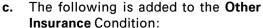
At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

- c. If we cancel this policy, we will give written notice to the Loss Payee at least:
  - 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or

- (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- d. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

#### 3. Contract Of Sale Clause

- a. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered into a contract with for the sale of Covered Property.
- b. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:
  - (1) Adjust losses with you; and
  - (2) Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.



For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

## 4. Building Owner Loss Payable Clause

- a. The Loss Payee shown in the Schedule or in the Declarations is the owner of the described building in which you are a tenant.
- b. We will adjust losses to the described building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.
- c. We will adjust losses to tenants' improvements and betterments with you, unless the lease provides otherwise.



COMMERCIAL PROPERTY CP 12 18 10 12

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDERS' RISK COVERAGE FORM
BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
STANDARD PROPERTY POLICY

#### **SCHEDULE**

Location Number: Building Number: Applicable Clause C.1. (Enter C.1., C.2., C.3. or C.4.):

8 2nd St NE 36 units

Watertown SD 57201-3777

**Description of Property:** 

BUILDING

**Loss Payee Name:** 

RED RIVER STATE BANK

**Loss Payee Address:** 

114 N MILL ST

FERTILE, MN 56540

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. When this endorsement is attached to the Standard Property Policy CP 00 99, the term Coverage Part in this endorsement is replaced by the term Policy.
- B. Nothing in this endorsement increases the applicable Limit of Insurance. We will not pay any Loss Payee more than their financial interest in the Covered Property, and we will not pay more than the applicable Limit of Insurance on the Covered Property.
- C. The following is added to the Loss Payment Loss Condition, as indicated in the Declarations or in the Schedule:

### 1. Loss Payable Clause

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

- a. Adjust losses with you; and
- **b.** Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

## 2. Lender's Loss Payable Clause

- a. The Loss Payee shown in the Schedule or in the Declarations is a creditor, including a mortgageholder or trustee, whose interest in Covered Property is established by such written instruments as:
  - (1) Warehouse receipts;
  - (2) A contract for deed;
  - (3) Bills of lading;
  - (4) Financing statements; or
  - (5) Mortgages, deeds of trust, or security agreements.
- b. For Covered Property in which both you and a Loss Payee have an insurable interest:
  - (1) We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
  - (2) The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.

- (3) If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
  - (a) Pays any premium due under this Coverage Part at our request if you have failed to do so;
  - (b) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
  - (c) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- (4) If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
  - (a) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
  - (b) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

- c. If we cancel this policy, we will give written notice to the Loss Payee at least:
  - 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or



- (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- d. If we elect not to renew this policy, we will give written notice to the Loss Payee at least 10 days before the expiration date of this policy.

#### 3. Contract Of Sale Clause

- a. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered into a contract with for the sale of Covered Property.
- **b.** For Covered Property in which both you and the Loss Payee have an insurable interest, we will:
  - (1) Adjust losses with you; and
  - (2) Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

- c. The following is added to the **Other Insurance** Condition:
  - For Covered Property that is the subject of a contract of sale, the word "you" includes the Loss Payee.

## 4. Building Owner Loss Payable Clause

- a. The Loss Payee shown in the Schedule or in the Declarations is the owner of the described building in which you are a tenant.
- b. We will adjust losses to the described building with the Loss Payee. Any loss payment made to the Loss Payee will satisfy your claims against us for the owner's property.
- c. We will adjust losses to tenants' improvements and betterments with you, unless the lease provides otherwise.

COMMERCIAL PROPERTY CP 12 18 10 12

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## LOSS PAYABLE PROVISIONS

This endorsement modifies insurance provided under the following:

BUILDERS' RISK COVERAGE FORM
BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
STANDARD PROPERTY POLICY

#### **SCHEDULE**

Location Number: Building Number: Applicable Clause C.1. (Enter C.1., C.2., C.3. or C.4.):

26 1st Ave SW 72 units

Watertown SD 57201-4268

**Description of Property:** 

BUILDING

**Loss Payee Name:** 

RED RIVER STATE BANK

**Loss Payee Address:** 

114 N MILL ST

FERTILE, MN 56540

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. When this endorsement is attached to the Standard Property Policy CP 00 99, the term Coverage Part in this endorsement is replaced by the term Policy.
- B. Nothing in this endorsement increases the applicable Limit of Insurance. We will not pay any Loss Payee more than their financial interest in the Covered Property, and we will not pay more than the applicable Limit of Insurance on the Covered Property.
- C. The following is added to the Loss Payment Loss Condition, as indicated in the Declarations or in the Schedule:

### 1. Loss Payable Clause

For Covered Property in which both you and a Loss Payee shown in the Schedule or in the Declarations have an insurable interest, we will:

- a. Adjust losses with you; and
- b. Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

## 2. Lender's Loss Payable Clause

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  - (1) Warehouse receipts;
  - (2) A contract for deed;
  - (3) Bills of lading;
  - (4) Financing statements; or
  - (5) Mortgages, deeds of trust, or security agreements.
- **b.** For Covered Property in which both you and a Loss Payee have an insurable interest:
  - (1) We will pay for covered loss or damage to each Loss Payee in their order of precedence, as interests may appear.
  - (2) The Loss Payee has the right to receive loss payment even if the Loss Payee has started foreclosure or similar action on the Covered Property.

- (3) If we deny your claim because of your acts or because you have failed to comply with the terms of the Coverage Part, the Loss Payee will still have the right to receive loss payment if the Loss Payee:
  - (a) Pays any premium due under this Coverage Part at our request if you have failed to do so:
  - (b) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
  - (c) Has notified us of any change in ownership, occupancy or substantial change in risk known to the Loss Payee.

All of the terms of this Coverage Part will then apply directly to the Loss Payee.

- (4) If we pay the Loss Payee for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
  - (a) The Loss Payee's rights will be transferred to us to the extent of the amount we pay; and
  - (b) The Loss Payee's rights to recover the full amount of the Loss Payee's claim will not be impaired.

At our option, we may pay to the Loss Payee the whole principal on the debt plus any accrued interest. In this event, you will pay your remaining debt to us.

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#### 3. Contract Of Sale Clause

- a. The Loss Payee shown in the Schedule or in the Declarations is a person or organization you have entered into a contract with for the sale of Covered Property.
- b. For Covered Property in which both you and the Loss Payee have an insurable interest, we will:
  - (1) Adjust losses with you; and
  - (2) Pay any claim for loss or damage jointly to you and the Loss Payee, as interests may appear.

- c. The following is added to the Other Insurance Condition:
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## 4. Building Owner Loss Payable Clause

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- c. We will adjust losses to tenants' improvements and betterments with you, unless the lease provides otherwise.



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